

EXHIBIT 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SHORELINE AVIATION, INC.,
Plaintiff,

v.

Index No.

CYNTHIA L. HERBST, SOUND AIRCRAFT
FLIGHT ENTERPRISES, INC., RYAN A.
PILLA, BLADE URBAN AIR MOBILITY,
INC. A/K/A FLY BLADE, INC.,
MELISSA TOMKIEL, AND ROBERT S.
WIESENTHAL,

2:20-cv-
02161-JMA-SIL

Defendants.

VIDEOCONFERENCE DEPOSITION OF
ANDREA COLLINGWOOD

DATE: Tuesday, March 29, 2022

TIME: 9:12 a.m.

LOCATION: Remote Proceeding
New York, NY 10001

REPORTED BY: Beth Fontane-Howard Notary Public

JOB NO.: 5129185

1 A. COLLINGWOOD

2 might refer to it as SAS. If I do so, I'm
3 going to be referring to Sound Aircraft
4 Services. Is that clear?

5 A Yes.

6 Q Now, are you familiar with Sound
7 Aircraft Flight Enterprises?

8 A Yes.

9 Q Now, during today's deposition I
10 may refer to it as SAFE. Is that clear?

11 A Yes.

12 Q Now, did SAS perform any
13 services for Shoreline Aviation?

14 A Yes.

15 Q And can you tell me when SAS
16 started performing services for Shoreline
17 Aviation?

18 A Probably around the time that
19 John started the company, which was 1980.
20 I'm not sure when -- when Steve started
21 operating the FBO at East Hampton.

22 Q And by Steve, you're referring
23 to Steven [ph] Tuma?

24 A That's correct.

25 Q Now, what type of services did

1 A. COLLINGWOOD

2 SAS do for Shoreline Aviation?

3 MR. KRIEGSMAN: Reid, I'm sorry.
4 That one got a little garbled again.
5 Do you want to do that one again,
6 please?

7 Q What services did SAS perform
8 for Shoreline Aviation?

9 A They did fueling, they helped
10 unload the passengers, they parked the
11 airplanes. Basic
12 fixed-base-operation-type things.

13 Q -- SAS perform any functions
14 with Shoreline related to ticketing
15 services?

16 THE REPORTER: What -- what kind
17 of services? Ticketing, did you say?

18 MR. SKIBELL: Ticketing
19 services.

20 THE WITNESS: I'm sorry. Did
21 SAS do any ticketing services?

22 BY MR. SKIBELL:

23 Q Yes.

24 A Well, Cindy did.

25 Q And Cindy is who? Is --

1 A. COLLINGWOOD

2 A Cindy -- Cindy Herbst.

3 Q And was she an employee? Was
4 she an employee of SAS?

5 A Yes.

6 Q And what did Ms. Herbst do as an
7 employee of SAS for Shoreline?

8 A Well, she -- she did our
9 reservations, bookings, she checked
10 passengers in, she -- she took their
11 credit card information, she maintained a
12 database for us. She was our
13 representative for our seaplane flights
14 between East Hampton and New York City.

15 Q All right. Now, when did
16 Ms. Herbst on behalf of SAS start
17 performing those services?

18 A Well, the agreement with
19 Ms. Herbst started in 1994. And --

20 Q Ms. Herbst on behalf of SAS
21 started performing services in 1994?

22 A Well, it was interchangeable.
23 She -- sometimes it was SAFE, Sound
24 Aircraft Flight, Inc. [sic], and sometimes
25 it was SAS. But it was always

1 A. COLLINGWOOD

2 Cindy Herbst.

3 Q And let's start with the SAS.
4 When did Ms. Herbst on behalf of SAS start
5 performing services for Shoreline?

6 A Well, as SAS or whatever she was
7 calling herself, it was 1994.

8 Q When in 1994?

9 A I'm not exactly sure.

10 Q Can you tell us approximately
11 when in 1994?

12 A I would assume it was a --
13 probably at the start of the summer
14 season.

15 Q And when is the start of the
16 summer season?

17 A I -- around May, roughly May.

18 Q And you say "assume." Do you
19 have any specific knowledge that
20 Ms. Herbst on behalf of SAS started
21 performing services in May of 1994?

22 A My husband told me about it.

23 Q And what did your husband tell
24 you?

25 A He told me that Cindy was

1 A. COLLINGWOOD

2 overwhelmed by the amount of flights and
3 people coming in and out and processing
4 them, and that -- that, you know, she felt
5 it was beyond what she expected to be
6 doing. And they sat down and they worked
7 out an arrangement together.

8 Q And when did you have this
9 discussion with Mr. Kelly?

10 A Probably later that day.

11 Q And do you know what day that
12 was?

13 A No. We've already established
14 that.

15 Q And you said she was
16 overwhelmed. Does that mean that
17 Ms. Herbst was performing services for
18 Shoreline before this conversation?

19 A Yes.

20 Q Do you know when she started
21 performing services before this
22 conversation?

23 A I don't know when she started at
24 Sound, and I don't know when she started
25 helping out with the customers.

1 A. COLLINGWOOD

2 Q And this conversation you had
3 with Mr. Kelly; did he say anything else
4 in the conversation?

5 A Not that I recall.

6 Q -- have any other conversations
7 with Mr. Kelly about services that
8 Ms. Herbst was performing for Shoreline on
9 behalf of SAS?

10 MR. KRIEGSMAN: Objection to
11 form.

12 A John and I had many
13 conversations about Cindy over the years.

14 Q -- recall any conversations
15 about performing services for Shoreline
16 Aviation?

17 A Yes.

18 Q And what do you recall
19 discussing with Mr. Kelly?

20 A We talked about him setting up
21 the arrangement with her: the booking
22 arrangement where she would help us with
23 our customers in exchange for commissions.

24 Q Now, you said that Ms. Herbst
25 also performed services for Shoreline on

1 A. COLLINGWOOD

2 behalf of other companies. Is that right?

3 A They were all her companies.

4 Q And what were the other two
5 companies?

6 A There was SAFE and there was
7 Sound Aircraft Flight, Inc.

8 Q All right. To your knowledge do
9 you know when Ms. Herbst started
10 performing services for Shoreline on
11 behalf of SAFE?

12 A I don't -- I don't know. I
13 don't know when it changed or it was -- it
14 seemed interchangeable. Whether it was
15 Sound or SAFE or Sound Aircraft Flight,
16 Inc., it -- it was all interchangeable.

17 Q In your view, it was all
18 interchangeable, the companies that
19 Ms. Herbst was working for?

20 A They were her companies.

21 Q Do you know if Ms. Herbst owned
22 SAS?

23 A I'm sorry?

24 Q Do you know if Ms. Herbst was an
25 owner of SAS?

1 A. COLLINGWOOD

2 A We had thought so, but it turns
3 out she was not.

4 Q So Ms. Herbst was not an owner
5 of SAS, right?

6 A We found out, yes, afterwards.
7 Yes.

8 Q When did you find that out,
9 Ms. Collingwood?

10 A After she stole our customers
11 and took them to BLADE, we found out from
12 her ex-husband that she was not an owner
13 of Sound Aircraft Services.

14 Q And was there a conversation
15 with Mr. Tuma that you're referring to?

16 A Yes.

17 Q And when did that conversation
18 take place?

19 A In the summer of 2018.

20 Q And who was present for this
21 conversation?

22 A My husband and me and Steve.

23 Q And what was discussed?

24 A We told him that we had offered
25 to -- to buy out Cindy's portion of the

1 A. COLLINGWOOD

2 A I have not --

3 THE REPORTER: You're -- you're
4 breaking up. You're freezing and
5 you're breaking up. The connection
6 is not good. I didn't get that
7 answer, please.

8 MR. SKIBELL: All right. Why
9 don't we go off the record for a
10 minute, and see if we can address any
11 connection issues?

12 THE REPORTER: Okay. We are off
13 the record at 9:51 a.m.

14 (Off the record.)

15 THE REPORTER: Okay. We are
16 back on the record at 9:53 a.m.

17 MR. SKIBELL: Beth, could you
18 read back the last question, please?

19 THE REPORTER: Okay. One
20 moment, please.

21 (The reporter played back the
22 record as requested.)

23 THE REPORTER: Okay. Go ahead.
24 Thank you.

25 //

1 A. COLLINGWOOD

2 BY MR. SKIBELL:

3 Q So Ms. Collingwood, when we went
4 off the record, we were discussing certain
5 customer data. So my question is have you
6 ever viewed -- and by you I mean Shoreline
7 ever viewed the customer data held on
8 Ms. Herbst's computer system?

9 A I can only speak for myself, and
10 I have not.

11 Q To your knowledge has anyone at
12 Shoreline Aviation reviewed the customer
13 information on Ms. Herbst's computer
14 system?

15 A I really don't know.

16 Q And by this I mean Shoreline.
17 Does Shoreline know which database
18 Ms. Herbst stores the information in?

19 A She created the database, I
20 believe, with a friend of hers.

21 Q Do you know which database she
22 uses to store this information?

23 MR. KRIEGSMAN: Objection to
24 form.

25 A I really don't know.

1 A. COLLINGWOOD

2 Q Do you know if the database is
3 password protected?

4 A I would certainly assume so.

5 Q Do you know one way or the other
6 if the database is password protected?

7 A I do not know for sure.

8 Q Do you know who has access to
9 the database of customer information held
10 by Ms. Herbst?

11 MR. KRIEGSMAN: Objection to
12 form.

13 A I would assume that Cindy Herbst
14 has it.

15 Q Besides Ms. Herbst, do you know
16 if anyone else has access to that customer
17 database?

18 MR. KRIEGSMAN: Objection to
19 form.

20 A At -- at this time, I don't
21 know.

22 Q Do you know who Ms. Herbst
23 shared the customer information with?

24 A Perhaps Maureen Quigley. She
25 may have -- she may have at one time

1 A. COLLINGWOOD

2 shared it with my husband. We know for
3 sure she shared it with BLADE.

4 Q Do you know if she ever shared
5 it with Mr. Kelly?

6 A I can't answer that. I don't
7 know.

8 Q So you don't know anyone
9 specifically that Ms. Herbst shared the
10 customer data information with. Is that
11 right?

12 A Other than --

13 MR. KRIEGSMAN: Well, you --
14 hold on. Did the reporter get that
15 question? Because it sounded a
16 little garbled to us.

17 THE REPORTER: Yes. Yes.

18 MR. KRIEGSMAN: Okay. Do you
19 mind -- I apologize. Do you mind
20 reading that back? I just want to
21 make sure we got it right.

22 (The reporter read back the
23 record as requested.)

24 THE WITNESS: She shared it with
25 BLADE. She sold it to BLADE.

1 A. COLLINGWOOD

2 BY MR. SKIBELL:

3 Q -- exception of BLADE, can you
4 tell us anyone that Ms. Herbst shared the
5 customer information with?

6 A I really can't answer that. I
7 don't know.

8 Q Do you know how the customer
9 information was generated by Ms. Herbst?

10 A How the customer information was
11 generated? By that do you mean how did
12 she gather the data?

13 Q Yes.

14 A Okay. So she took phone calls
15 from our advertising and she put them into
16 her database, and she made reservations
17 from people using that database.

18 Q So your testimony is that
19 Ms. Herbst's database was created only by
20 people that called into your advertising?
21 Is that your testimony?

22 MR. KRIEGSMAN: Objection,
23 misstates prior testimony.

24 A No. I'm -- I'm sure there were
25 other -- there were other people in her

1 A. COLLINGWOOD

2 database other than Shoreline's customers.

3 Q Now, do you know of any persons
4 that are in Ms. Herbst's database that
5 responded to one of Shoreline's
6 advertisements?

7 MR. KRIEGSMAN: Objection to
8 form.

9 A Any one person? I'm sure there
10 were many.

11 Q Can you identify any persons
12 that responded to Shoreline advertisements
13 and thus their customer information is in
14 Ms. Herbst's database?

15 A Not that I know of specifically.

16 Q Are you aware that Ms. Herbst
17 booked flights for Action Airlines?

18 A Yes.

19 Q Are you aware that Ms. Herbst
20 also booked flights for Liberty
21 Helicopters?

22 A Yes, I was aware of that.

23 Q And in connection with booking
24 flights for Action Airlines and Liberty
25 Helicopters, Ms. Herbst would've acquired

1 A. COLLINGWOOD

2 customer information related to those two,
3 correct?

4 A That -- virtual connectivity
5 interruption --

6 THE REPORTER: You're not -- I'm
7 sorry. Your answer didn't come in.
8 Your answer did not come in.

9 THE WITNESS: Okay. To the best
10 of my knowledge, she --

11 MR. KRIEGSMAN: We're answering,
12 and it sounds like you're not hearing
13 us.

14 THE REPORTER: No, not hearing
15 you. Please repeat the answer.

16 THE WITNESS: Okay. As far as I
17 know, she kept reservations for
18 Liberty Helicopter [sic] and for
19 Action Airlines.

20 BY MR. SKIBELL:

21 Q And in connection with that, she
22 would've acquired customer information
23 related to flights for Action Airlines and
24 Liberty Helicopters, correct?

25 A Presumably yes. That's why we

1 A. COLLINGWOOD

2 offered to buy the reservation system.

3 Q Now, are you familiar with a
4 company called Cape Air?

5 THE REPORTER: Could -- what --
6 could you spell that for me, please?

7 MR. SKIBELL: C-A-P-E.

8 THE REPORTER: Cape Air, okay.

9 THE WITNESS: Yes.

10 BY MR. SKIBELL:

11 Q And what does Cape Air do?

12 A Cape Air does scheduled flights
13 between many places around the United
14 States using Cessna 401 aircraft.

15 Q -- a time when Shoreline began
16 discussing a business transaction with
17 Cape Airlines [sic]?

18 A Yes.

19 Q -- those discussion begin?

20 A I'm really not sure
21 specifically.

22 Q There come a time when Shoreline
23 signed a nondisclosure agreement with Cape
24 Airlines?

25 A I believe so.

1 A. COLLINGWOOD

2 Q Did that take place in November
3 of 2017?

4 A I really don't remember.

5 Q Do you know if it was before the
6 end of the year in 2018? I mean before
7 the end of the year -- I'm sorry. Before
8 the end of the year in 2017.

9 A That may be the case. I really
10 don't know.

11 Q Now, did there come a time when
12 Shoreline entered into a letter of intent
13 with Cape Airlines?

14 A I assume so, yes.

15 Q And that was in approximately
16 March of 2018?

17 A It could've been.

18 Q I'm going to enter in what will
19 be Exhibit 2.

20 THE REPORTER: May I get the
21 spelling of Quigley, Maureen Quigley?

22 MR. SKIBELL: Q-U-I-G-L-E-Y.

23 THE REPORTER: Thank you.

24 BY MR. SKIBELL:

25 Q Ms. Collingwood, you've been

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A. COLLINGWOOD

handed a document that's been marked
Exhibit 2, and you'll see this is a letter
from Hyannis Air Service. Do you see that
at top?

A Yes, there is no date on it.

MR. KRIEGSMAN: And Reid, I'm
just going to -- you haven't shared
any exhibits with us, and that's your
right. But if you want to do it this
way, I'll just ask that you show her
the whole document before you ask her
a question about it.

MR. SKIBELL: I'm happy to send
you, Alex, separately some of the
exhibits.

MR. KRIEGSMAN: Okay.

MR. SKIBELL: But I think
this -- I'm just trying to make
things go more quickly for everyone,
Alex, okay?

MR. KRIEGSMAN: Yeah, me, too.

MR. SKIBELL: So I'll move on
now --

MR. KRIEGSMAN: I'd like to do

1 A. COLLINGWOOD

2 MR. KRIEGSMAN: Tell him.

3 A Oh, following the three-year
4 employment, you will be engaged as a
5 consultant. Now I see, okay. So that was
6 initially the -- the discussion.

7 Q Is one of the reasons the
8 transaction attracted to Shoreline because
9 it would allow you and your husband to
10 transition out of the company?

11 A Well --

12 MR. KRIEGSMAN: Objection, asked
13 and answered. Go ahead and answer as
14 best as you can.

15 A We were -- we were planning to
16 be there for a couple more years.

17 Q And at the time the transaction
18 was being discussed, had your husband
19 unfortunately been already diagnosed with
20 cancer?

21 A My husband was diagnosed on
22 March 15, 2018.

23 Q Well, Ms. Collingwood, I'm going
24 to ask about another part of this
25 transaction. If you look at one section

1 A. COLLINGWOOD

2 that has little "g", do you see? And it's
3 marked due diligence review. Do you see?

4 A Yes.

5 Q Ms. Collingwood?

6 A Yeah. Yes.

7 Q Do you have an understanding of
8 what due diligence means in this type of
9 transaction?

10 A Yes, I believe I do.

11 Q All right. And did Shoreline
12 cooperate with Cape Air in the conduct of
13 due diligence?

14 A Yes.

15 Q And you'll see in section little
16 "g" there, there's a reference to
17 Shoreline -- or Cape Air and its desire to
18 "examine the contracts and other legal
19 documents affecting the Company." Do you
20 see that?

21 A I see that, yes.

22 Q Did Shoreline provide to Cape
23 Air, at some point, contracts and other
24 legal documents affecting the company?

25 A I really don't know.

1 A. COLLINGWOOD

2 Q Did Shoreline cooperate with
3 Cape Air in the conduct of due diligence
4 in connection with the transaction?

5 A Yes. As far as I know, John --
6 John did that.

7 Q To Shoreline's knowledge, did it
8 provide any documents between SAFE and
9 Shoreline to Cape Air in connection with
10 due diligence?

11 A No. But I do know that it was
12 discussed.

13 Q Did Shoreline provide any
14 documents between Ms. Herbst and Shoreline
15 to Cape Air?

16 A Not that I'm aware of.

17 Q Now, you said a moment ago that
18 "it was discussed." What did you mean by
19 "it" --

20 A Well, we discussed with them the
21 East Hampton to New York City portion of
22 the business. Cape Air was not really
23 interested in that other than as
24 something -- a function of our company.
25 They were -- their whole focus was to do

1 A. COLLINGWOOD

2 Boston to New York City by seaplane.

3 Q And so you generally discussed
4 with Cape Air the routes you had between
5 New York City and The Hamptons. Is that
6 correct?

7 A We did discuss it, yes.

8 Q And did you discuss or tell Cape
9 Air ever that there was a contract between
10 Shoreline and SAFE?

11 A They were aware of our
12 relationship with Cindy.

13 Q So they were aware generally
14 that you had a relationship with
15 Ms. Herbst. Is that correct?

16 A They were -- they were aware
17 that we had a broker agent in East
18 Hampton, yes.

19 Q Okay. Now, am I correct that
20 Cape Air had its own booking and
21 reservations department?

22 A They do have their own. We
23 didn't use theirs, though.

24 Q And so what's being discussed in
25 this transaction is a merger, correct?

1 A. COLLINGWOOD

2 A Okay.

3 Q Ms. Collingwood, are you
4 familiar with this document?

5 MR. KRIEGSMAN: I'm just going
6 to ask her to just take a moment to
7 read it first. We have it here.

8 A Yes, I am familiar with this
9 document.

10 Q And was this document sent on or
11 around May 6, 2018?

12 A Actually, it was sent on May
13 7th. It was written, I believe, on May
14 6th. It was sent on Monday, the 7th.

15 Q And you'll see at the top
16 right-hand corner --

17 A Yes.

18 Q It says the words sent 5/6/2018.

19 A Yeah.

20 Q Over there do you see that?

21 A Yes. It's my handwriting.

22 Q So you wrote here on or about
23 5/6/2018 sent 5/6/2018?

24 A Right. John sent it to me on
25 the 6th and --

1 A. COLLINGWOOD

2 Q And you wrote the word "sent. "
3 Did you mean that you had sent this --
4 this was to be sent out to customers on
5 May 6th?

6 A It was sent out to customers the
7 following day. He sent it to me, and I
8 got it prepared to go out as a Constant
9 Contact file.

10 Q So Ms. Collingwood, if I
11 understand, you're the one that wrote
12 there sent 5/6/2018. Is that correct?

13 A That's my handwriting.

14 Q So John Kelly did not write sent
15 5/6/2018, right?

16 A No, he did not. I -- I wrote
17 that.

18 Q And you're -- are the person
19 that helped send this out to customers,
20 correct?

21 A That is correct.

22 Q So do you know how this was sent
23 to customers?

24 A It was sent through Constant
25 Contact.

1 A. COLLINGWOOD

2 Q Can you tell us what Constant
3 Contact is?

4 A Well, you -- you send letters to
5 your customers using a database, and it
6 goes out to all of them. And if there are
7 responses, it sends it back to you.

8 Q And so just did this go through
9 email to customers?

10 A Yes, it did.

11 Q And it was sent through a
12 database held at Constant Contact. Is
13 that correct?

14 A I'm sorry. Could you ask that
15 again?

16 Q Sure. It was sent to a list of
17 persons that were in a database hosted by
18 Constant Contact?

19 A That's correct.

20 Q And how long had Shoreline been
21 using Constant Contact for before this was
22 sent?

23 A I really don't remember.

24 Q -- know if it had been using it
25 in 2017?

1 A. COLLINGWOOD

2 A I -- I don't remember,
3 Mr. Skibell. I don't know.

4 Q Do you know how long Shoreline
5 used Constant Contact for?

6 A A couple of years.

7 Q And so does Shoreline still have
8 access to the Constant Contact database?

9 A No, we do not.

10 Q And why not?

11 A Because the company is no longer
12 operating.

13 Q And when did Shoreline stop
14 using Constant Contact?

15 A I'm not -- I'm not really sure.

16 Q And do you know what happened to
17 the information that was held in Constant
18 Contact?

19 A No, I don't know.

20 Q Did Shoreline ever print it out?

21 A Did Shoreline ever print out,
22 what, the files from Constant Contact? Is
23 that what you're asking?

24 Q Yes.

25 A I don't know.

1 A. COLLINGWOOD

2 Q What did Shoreline use Constant
3 Contact for?

4 A To get in touch with our
5 customer base.

6 Q And how was information
7 collected to be input into Constant
8 Contact?

9 MR. KRIEGSMAN: Objection to
10 form.

11 A We had a list of customers that
12 we used.

13 Q So you had a list of customers
14 that was outside of Constant Contact that
15 someone added into Constant Contact?

16 A That's correct. I believe
17 that's how it worked.

18 Q And when did Shoreline load this
19 list of customers into Constant Contact?

20 A I really don't remember.

21 Q Were you in charge of marketing
22 at the time that this information was
23 added into Constant Contact?

24 A Yes, I was.

25 Q So would it been during the

1 A. COLLINGWOOD

2 period of time when you were officially
3 working for Shoreline Aviation?

4 A That's correct.

5 Q So it would've been after 2016
6 this information was added into Constant
7 Contact?

8 A Yes.

9 Q But you don't know when it was
10 added into Constant Contact?

11 A I don't remember.

12 Q And you don't know what happened
13 to the information that was in Constant
14 Contact?

15 A Well, we no longer have an
16 account with them.

17 Q Do you know when Shoreline
18 stopped using Constant Contact?

19 A I don't know. Sometime in 2019
20 I would imagine.

21 Q And is that just because you
22 didn't want to pay for Constant Contact
23 anymore?

24 MR. KRIEGSMAN: Objection to
25 form.

1 A. COLLINGWOOD

2 Q Well, I'll rephrase the
3 question. Why did Shoreline stop using
4 Constant Contact?

5 A Well, we were not going to be
6 functioning after a certain period so
7 there was no need to continue the account.

8 Q Shoreline was still functioning
9 in 2019, correct?

10 A Yes. Yes, we --

11 Q And --

12 A In partnership with Cape Air.

13 Q In partnership with Cape Air.
14 And Shoreline stopped using Constant
15 Contact at some point in 2019?

16 A I believe so, yes.

17 Q So do you know why Shoreline
18 stopped using Constant Contact?

19 MR. KRIEGSMAN: Object, asked
20 and answered.

21 A There was no longer any -- any
22 reason to use it.

23 Q And why was there no longer any
24 reason to use it?

25 A Well, the company closed on

1 A. COLLINGWOOD

2 April 1st of 2020.

3 Q And Shoreline stopped using
4 Constant Contact in 2019, right?

5 A Possibly in the fall of 2019.

6 Q And do you have any
7 understanding as to why Shoreline stopped
8 using Constant Contact?

9 MR. KRIEGSMAN: Objection, asked
10 and answered.

11 A There was no reason for it.

12 Q Do you know how much Constant
13 Contact cost on a monthly basis?

14 A I don't remember. I believe we
15 paid it on an annual basis.

16 Q Do you know how much Constant
17 Contact cost on an annual basis?

18 A I don't know.

19 Q Is it more than \$100?

20 A I would imagine.

21 Q Do you have any understanding as
22 to how much it is?

23 A I don't remember, Mr. Skibell.

24 Q Now, do you know how many times
25 Shoreline sent out customer communications

1 A. COLLINGWOOD

2 using Constant Contact?

3 A Probably under ten.

4 Q Now, you testified a few minutes
5 ago that at some point information was
6 uploaded to Constant Contact. Do you
7 recall that, Ms. Collingwood?

8 A Yes.

9 Q Now, can you tell us what
10 information was uploaded to Constant
11 Contact?

12 A Our customer list.

13 Q And -- format was that customer
14 list in?

15 A I really don't know.

16 Q Do you know how many names were
17 on the customer list that uploaded to
18 Constant Contact?

19 A Possibly over a thousand.

20 Q Do you know specifically how
21 many names were on the list that was
22 uploaded to Constant Contact?

23 A No. No, sir. It was a few
24 years ago. I don't -- I don't remember.

25 Q Do you know if there were

1 A. COLLINGWOOD

2 addresses that were uploaded to Constant
3 Contact?

4 A I believe they were email
5 addresses.

6 Q Okay. Now, the list that was
7 uploaded to Constant Contact, was that a
8 specific database?

9 A It was our own database.

10 Q And did that database have a
11 name?

12 A Shoreline customers, I would
13 imagine.

14 Q And was there a particular
15 program that Shoreline saved that
16 information in?

17 A I'm going to make an assumption
18 that it was Excel.

19 Q Do you know one way or the other
20 what database was used to keep the list of
21 Shoreline customers?

22 A No, I don't know.

23 Q And you were marketing director
24 at the time this list was uploaded,
25 correct?

1 A. COLLINGWOOD

2 A Yes. Although I don't believe I
3 did it.

4 Q Do you know who did do it?

5 A One of our staff who was a
6 little more tech savvy than I am.

7 Q And this Excel file that you
8 believe was uploaded, have you seen that
9 file?

10 A Have I seen it? Yes.

11 Q Yes.

12 A Yes.

13 Q And was it produced in this
14 case, Ms. Collingwood?

15 A Yes, it was.

16 Q Do you know how the information
17 was collected that was saved to this Excel
18 file?

19 A Some of it was collected over
20 the years.

21 Q Do you know how it was
22 collected?

23 A Some of it was collected through
24 the -- through the checks that we received
25 from commuter customers, and some of it

1 A. COLLINGWOOD

2 probably came from the Friends of East
3 Hampton Airport [sic].

4 Q What is the Friends of East
5 Hampton Airport?

6 A It's an organization of people
7 who wanted to see the airport maintained
8 as it is.

9 Q And is the names of the person
10 that are part of Friends of East Hampton
11 Airport, is that publicly available
12 information?

13 A I would imagine it is.

14 Q Was there a person at Shoreline
15 that was in charge of collecting or
16 managing this customer information?

17 A At one time. She left.

18 Q And who was that person?

19 A Her named was Martha.

20 Q Do you know Martha's last name?

21 A Fernald [ph].

22 THE REPORTER: Could you spell
23 that, please?

24 BY MR. SKIBELL:

25 Q And can you spell it?

1 A. COLLINGWOOD

2 A Yes. F-E-R-N-A-L-D.

3 Q And how long did Martha Fernald
4 work at Shoreline?

5 A Probably under two years, and
6 then she moved.

7 Q And what years did she work at
8 Shoreline?

9 A I think 2016/2017 maybe. I'm --
10 I'm really not positive.

11 Q Absent Ms. Fernwall [sic] over
12 this two-year of time, was anyone at
13 Shoreline in charge of collecting or
14 managing customer information?

15 A Yes, our dispatch department.

16 Q Shoreline had a dispatch
17 department?

18 A I'm sorry?

19 Q Shoreline had a dispatch
20 department?

21 A Yes, we did.

22 Q And who was part of the dispatch
23 department?

24 A Joan Gitlin was the manager of
25 the department.

1 A. COLLINGWOOD

2 THE REPORTER: Could you spell
3 Gittin or Gitlin, please?

4 THE WITNESS: Sure. It's
5 G-I-T-L-I-N.

6 BY MR. SKIBELL:

7 Q And who else was part of the
8 dispatch department?

9 A Well, at one time it was only
10 Joan. And then after Cindy betrayed us,
11 we had to hire more people. We hired
12 three people in May of 2018 to take over
13 the East Hampton/New York City customers.

14 Q So what responsibilities, if
15 any, did Ms. Gitlin have for managing or
16 collecting customer information?

17 A She arranged charter flights and
18 management client flights.

19 Q Can you tell us what management
20 clients are?

21 A Management clients were our
22 customers who owned their own airplanes
23 and we took care of their airplanes and
24 provided their flight services. We also
25 used those airplanes to offset the cost of

1 A. COLLINGWOOD

2 ownership for them. We used them as in
3 commuter flights and in charter flights.

4 Q Now, to your knowledge, did
5 Ms. Gitlin have any specific duties or --
6 related to the Excel spreadsheet you
7 testified about a moment ago?

8 A I don't know. She probably had
9 her own database.

10 Q Her own database of management
11 clients and charter clients?

12 A Right, that's correct.

13 Q And was that information
14 uploaded to Constant Contact? Do you
15 know?

16 A I really don't know. We
17 wouldn't have sent the same kind of
18 mailing to the management clients that we
19 would have sent to commuter customers.

20 Q Do you specifically know if
21 Ms. Gitlin had a list of management
22 clients and charter clients?

23 A Well, I know she had a list. I
24 don't know what form it was in.

25 Q Do you know what information was

1 A. COLLINGWOOD

2 held on the list?

3 A It would've been phone numbers,
4 personal assistant information, addresses.

5 Q Excel spreadsheet that we were
6 talking about that was uploaded to
7 Constant Contact, after it was uploaded to
8 Constant Contact, do you know what
9 happened to that Excel spreadsheet?

10 A It was probably maintained in
11 the accounting department. It was
12 password protected so it wasn't common
13 knowledge. I think it --

14 Q Do you know what happened -- oh,
15 I'm sorry I interrupted you. I apologize,
16 Ms. Collingwood.

17 A I was just going to say that
18 probably my husband and I had access to it
19 as well as our accounting person.

20 Q All right. Do you know if it
21 was ever used for anything again after the
22 information was uploaded to Constant
23 Contact?

24 A We might have done a mailing, a
25 direct mailing. I'm not sure.

1 A. COLLINGWOOD

2 Q Do you know if you did a direct
3 mailing before the list was uploaded to
4 Constant Contact?

5 A I don't recall.

6 Q Were mailings normally done by
7 Ms. Herbst?

8 A Yes, they were for commuter
9 customers. For our commuter customers,
10 they were done by Ms. Herbst.

11 Q Do you have any recollection of
12 Shoreline ever sending a mailer to its
13 commuter clients?

14 A I think once Shoreline did, and
15 it was because Maureen Quigley asked us
16 to. It had to do with a price increase,
17 and they wanted the letter to come
18 directly from John.

19 Q Do you recall when that was?

20 A I'm sorry. Not off the top of
21 my head.

22 Q All right. So you said the
23 information was password protected. Is
24 that right?

25 A That's correct.

1 A. COLLINGWOOD

2 Q And you had access. You had the
3 password. Is that correct?

4 A Yes, I did.

5 Q And was the password ever
6 changed?

7 A I don't know. I don't think so.

8 Q And did you use that information
9 for any purpose, that Excel spreadsheet?

10 MR. KRIEGSMAN: Objection to
11 form.

12 A Other than to get in touch with
13 customers, no, I -- I really don't know.
14 I don't think so.

15 Q So if a customer had a problem
16 you would access the Excel spreadsheet so
17 you could contact them or their assistant.
18 Is that what you used it for?

19 A Well, most of that kind of
20 communication was done over the phone or
21 by email.

22 Q Well, I'm trying to understand
23 in what circumstances you would access the
24 Excel spreadsheet of customer information.
25 Can you tell us?

1 A. COLLINGWOOD

2 A Well, an example would be the
3 constant -- Constant Contact mailing.
4 Other than that, it was just -- you know,
5 just to have it. And so --

6 Q So no one used the information?

7 A I'm sorry?

8 Q No one at Shoreline used the
9 information for any purpose?

10 A Other than the mailings, the
11 Constant Contact mailings, I -- I really
12 can't recall.

13 Q And before this exhibit that
14 we're looking at, were there any Constant
15 Contact communications that went out by
16 Shoreline?

17 A I don't -- I don't recall. You
18 asked me this before.

19 Q Do you know when you signed up
20 for Constant Contact?

21 A I really don't know.

22 Q Now, if you look at this
23 communication, you see the first sentence
24 it says that "Beginning May 1st 2018, our
25 seaplane commuter and charter customers

1 A. COLLINGWOOD

2 will be able to book directly with
3 Shoreline Aviation, using our website,
4 email, or toll free 800 number." Do you
5 see that Ms. Herbst? I mean, excuse me,
6 I'm sorry, Ms. Collingwood.

7 Q I see that. But the letter went
8 out on May 7th.

9 Q So my question is before this
10 letter went out, customers could not book
11 directly with Shoreline Aviation?

12 A No, we had a -- a broker who was
13 doing that. That was Cindy's position
14 with us.

15 Q And did there come a time when
16 Shoreline began a project to develop its
17 own platform for booking?

18 A We -- we used a program, it was
19 called TakeFlight. And we had started
20 talking to them early in 2018.

21 Q And what did you discuss with
22 TakeFlight?

23 A The program had many functions.
24 It could do scheduling, it could track
25 maintenance, it could -- it could

1 A. COLLINGWOOD

2 provide -- you could put in information
3 about pilot logs, it did a lot of things.
4 It also had a platform for customers.
5 John had discussed with Cindy creating a
6 portal so that she could access it and put
7 in the information so that we would get
8 manifests in a timely fashion.

9 Q And did there come a time when
10 Shoreline entered into a contract with
11 TakeFlight?

12 A I'm really not sure. I assume
13 there was a contract. There was probably
14 some sort of monthly fee or something for
15 its usage, and I believe that we paid
16 something to have it uploaded initially.
17 It was a platform that was used in other
18 seaplane companies, which is why we chose
19 to use it.

20 Q And with respect to the booking
21 functionality through TakeFlight, did
22 Shoreline start working on a project to
23 implement that?

24 A For -- for booking reservations?

25 Q Yes.

1 A. COLLINGWOOD

2 A Is that what you're asking?

3 Yes. The plan was to have -- have that so
4 that Cindy could use that and upload all
5 her information into the system, and then
6 we would know how many people had booked
7 flights, and we could plan accordingly
8 with the aircraft and our staff.

9 Q And that would also give you
10 access to the customer information,
11 correct?

12 A I would imagine yes.

13 Q Previously when Ms. Herbst was
14 booking directly, she would be the only
15 one with access to the customer
16 information, correct?

17 A She -- yes. She took all of the
18 data from the customers, but they were our
19 customers.

20 Q I'm going to enter in another
21 exhibit right now.

22 A Is this Number 4? Five?

23 Q Exhibit Number 4, that is
24 correct.

25 //

1 A. COLLINGWOOD

2 (Exhibit 4 was marked for
3 identification.)

4 MR. KRIEGSMAN: So sorry, Reid.
5 This is exhibit 4 and it's labeled as
6 5 in what you sent us?

7 MR. SKIBELL: Yes.

8 MR. KRIEGSMAN: Thank you.

9 BY MR. SKIBELL:

10 Q So this is an email,
11 Ms. Collingwood, and you'll see it bears
12 the Bates number SAI007421, SAI007422.
13 And if you look at the first email, you'll
14 see it's an email from John Kelly to
15 Cindy Herbst. Do you see that?

16 A Yes.

17 Q And Mr. Kelly is informing
18 Ms. Herbst about the purchase of the
19 program that we were just discussing,
20 correct?

21 A Yes.

22 Q And you'll see Ms. Herbst
23 responds to this email.

24 A Right. Right.

25 Q And she indicates that she is in

1 A. COLLINGWOOD

2 the process of developing a new customer
3 reservation program as well. Do you see
4 that?

5 A Yes.

6 Q -- this email exchange,
7 Shoreline continue to develop booking
8 platform through TakeFlight?

9 A That was not our major reason
10 for -- for doing that program, but yes.
11 And one of the reasons that John was doing
12 it was to help Cindy out.

13 Q And Ms. Herbst is informing you
14 here she wants to use her own program,
15 correct?

16 A That's what she stated here,
17 yes.

18 Q So but Shoreline continued to
19 develop its own booking system after
20 receiving this email from Ms. Herbst,
21 correct?

22 A We didn't really get it up and
23 running or functional until after Cindy
24 had sold our customer list to BLADE. It
25 was not the --

1 A. COLLINGWOOD

2 Q But you can --

3 A It was not the major focus for
4 us. Our -- you know, the TakeFlight
5 program was not -- this was not the major
6 function for which we bought this program.

7 Q But after February 1, 2018,
8 Shoreline continued to develop the
9 TakeFlight program to allow it to book
10 customers directly, right?

11 A We were not working on that
12 segment of the program at that time.

13 Q You were not working on the
14 segment of the program at all after
15 February 1, 2018?

16 A On the booking segment.

17 Q Well, when did you start working
18 on the booking segment of the TakeFlight
19 program?

20 A When it became imperative when
21 our customer list was sold to BLADE.

22 Q And when did that take place,
23 Ms. Collingwood?

24 A May -- May 1st. I'm --

25 Q The 1st is when you believe a

1 A. COLLINGWOOD

2 customer list was sold to BLADE?

3 A I'm not really sure.

4 Q Oh, you testified about a
5 customer list that was sold to BLADE,
6 right, Ms. Collingwood?

7 A I'm sorry.

8 Q I'm at --

9 A Say that --

10 Q All right. Ms. Collingwood, I'm
11 going to ask you some questions about the
12 customer list that you just testified was
13 sold to BLADE, okay?

14 A Yes.

15 Q Now, you don't know specifically
16 when this customer list was sold. Is that
17 right?

18 A It's in the documents.

19 Q Do you know?

20 A Well, it was before we started
21 the booking program. I don't know. It's
22 in the documents. She was -- she was
23 working with BLADE for quite some time.

24 Q Like you were working with Cape
25 Air, right, Ms. Collingwood?

1 A. COLLINGWOOD

2 MR. KRIEGSMAN: Objection.

3 Q -- Cape Air since March, right?

4 MR. KRIEGSMAN: Objection,
5 misstates prior testimony.

6 Q Ms. Collingwood, when you say
7 that this customer list was sold, what
8 list are you referring to?

9 A I'm referring to the Shoreline
10 commuter list that Cindy sold to BLADE.

11 Q Are you referring to information
12 that was on Ms. Herbst's own computer
13 system? Is that right?

14 A Yes. Yes, that is correct.
15 She --

16 Q And --

17 A Was our agent.

18 Q And it's your testimony that
19 Shoreline owned all the customer data on
20 Ms. Herbst's computer system? Is that
21 your testimony?

22 A That is correct.

23 Q And can you tell us why
24 Shoreline owned all the customer data on
25 Ms. Herbst's --

1 A. COLLINGWOOD

2 A Well, we owned only the commuter
3 information on Ms. Herbst's computer, and
4 that was the arrangement, the exclusive
5 booking arrangement, that she had with my
6 husband over 24 years.

7 Q So I want to understand,
8 Ms. Collingwood. So when you say the
9 commuter data, what data are you referring
10 to?

11 A All of the customer information.

12 Q So any customer information that
13 Ms. Herbst had on her own computer system
14 you believe belonged to Shoreline?

15 A That is correct.

16 Q And can you tell us what gave
17 Shoreline the rights to all of the
18 customer data?

19 A She was our agent. That was the
20 arrangement. She was our agent.

21 Q So when you say "agent," you
22 mean she booked flights. Is that right?

23 A That's correct. She couldn't do
24 the flights. We did the flights. She
25 worked for us. We did not work for her.

1 A. COLLINGWOOD

2 Q Do you have a contract with her?

3 A We had an oral contract with
4 her --

5 Q Did you have a --

6 A Dated back -- 1994.

7 Q Is that the what -- and how do
8 you know that, Ms. Collingwood?

9 A Because my husband and I
10 discussed it.

11 Q Is that the conversation you
12 referred to earlier where --

13 A That --

14 Q Your husband told you that
15 Ms. Herbst was overwhelmed?

16 A I'm --

17 Q Is that what you're referring
18 to?

19 A Yeah -- yes. Yes, that's
20 correct.

21 Q Absent that conversation, do you
22 have any information suggesting there was
23 a contract between Ms. Herbst and
24 Shoreline?

25 A Well, I watched it -- the -- I

1 A. COLLINGWOOD

2 watched them perform the -- you know,
3 the -- for 20 years. You know, we have
4 twenty -- over 20 years' worth of
5 documentation.

6 Q -- she booked flights. Is that
7 correct?

8 A I'm sorry. You -- I -- I missed
9 the --

10 Q You watched Ms. Herbst and her
11 companies book flights for Shoreline,
12 correct?

13 A Yes.

14 Q And did your husband tell you in
15 that conversation that you're referring to
16 that Ms. Herbst had agreed that Shoreline
17 owned all the customer data?

18 A That was the arrangement. She
19 worked for us. She performed that service
20 for us.

21 Q -- Ms. Herbst agree with you
22 husband in the conversation you're
23 referring to that Shoreline owned all of
24 the customer data?

25 A To the best of my knowledge,

1 A. COLLINGWOOD

2 yes.

3 Q You -- told you that Ms. Herbst
4 and him discussed the customer contact
5 data? Is that your testimony?

6 A That's -- yes, that's what I
7 believe.

8 Q I'm not asking your belief. I'm
9 asking what he told you. So
10 Ms. Collingwood, please tell us what
11 Mr. Kelly told you in 1994 about any
12 agreement with Ms. Herbst about the
13 customer contact data.

14 MR. KRIEGSMAN: Reid, I know
15 you're excited. You don't need to
16 raise your voice, though, okay?

17 A I'm -- I'm sorry.

18 Q All right.

19 A What we talked about was the
20 arrangement that he had come to with
21 Cindy, and she was going to represent
22 Shoreline at East Hampton for us. The
23 customers were Shoreline customers. They
24 were Shoreline customers before Cindy
25 started her business. Cindy could not

1 A. COLLINGWOOD

2 perform those flights; we did that.

3 Q Could you perform the booking
4 without Ms. Herbst?

5 A Could we have done it without
6 her? Yes.

7 Q Could she have booked on other
8 flights without you? Correct?

9 A At the time there were no other
10 seaplane operators.

11 Q Ms. Collingwood, in the
12 conversation that you had with John Kelly
13 in 1994, did he mention anything about
14 treatment of customer data?

15 A I'm not sure that we had a
16 discussion about that specifically.
17 I'm -- I can't recall. It was a long time
18 ago.

19 Q Now, I want to go back to the
20 document we were looking at a moment ago,
21 Ms. Herbst -- I mean Ms. Collingwood.

22 MR. KRIEGSMAN: You're going
23 back to that email, Reid?

24 MR. SKIBELL: Yes.

25 MR. KRIEGSMAN: Okay.

1 A. COLLINGWOOD

2 BY MR. SKIBELL:

3 Q So Ms. Collingwood, you'll see
4 in the second paragraph there's a
5 discussion of checking in --

6 MR. KRIEGSMAN: Sorry, Reid. So
7 it's not the email? It's the
8 document before that?

9 MR. SKIBELL: It's the one on
10 the screen, Alex. If you'll look on
11 the screen, you'll see the document.

12 MR. KRIEGSMAN: Right. All
13 right. I just asked you if it was
14 the email, and you said yes, and so
15 that's why I pulled it up. I'm
16 trying to help you out, buddy. All
17 right. Here we go.

18 MR. SKIBELL: I'm good, Alex.
19 Worry about Alex. It's a lot to
20 worry about.

21 MR. KRIEGSMAN: I was worrying
22 about you not being able to open the
23 document, my friend. So that's --

24 MR. SKIBELL: Oh, well, thanks.
25 All right.

1 A. COLLINGWOOD

2 BY MR. SKIBELL:

3 Q So Ms. Collingwood, if you'll
4 look at the exhibit on the screen, this is
5 the customer contact that you testified
6 went out on May 7, 2018.

7 A Yes.

8 Q And if you look at the second
9 sentence, it indicates that check-in will
10 be at the Sound Aircraft Services booth.
11 Do you see that?

12 A Yes.

13 Q And where were check-ins before?

14 A With SAFE.

15 Q And when did you first begin
16 discussing with Sound Aircraft Services
17 that they would be checking in customers?

18 A Sound did not book in our
19 customers. We had -- we had to send
20 employees over to East Hampton to do it
21 because Cindy was no longer working for
22 us.

23 Q When you said "booking" did you
24 mean checking in? Virtual connectivity
25 interruption. This email is communicating

1 A. COLLINGWOOD

2 to customers that check-in will now be
3 done at the Sound Aircraft Services booth,
4 right?

5 MR. KRIEGSMAN: Reid, I think
6 you got garbled on that. And I don't
7 think that was on our end, because I
8 think the court reporter was
9 struggling to hear that, too.

10 Q This customer communication
11 indicates that check-in will now be, going
12 forward, will be done at the Sound
13 Aircraft Services booth, correct?

14 A It doesn't saying "going
15 forward." Check-in will be shore -- Sound
16 Aircraft Services booth, okay. Yes,
17 that's what it says.

18 Q So and before this, SAFE was
19 checking in customers. Is that right?

20 A Well, yes. But Sound and SAFE
21 had separated the year before. But we had
22 checked in with Cindy and since she was
23 then working for BLADE, we needed to go
24 somewhere.

25 Q You say Cindy was working with

1 A. COLLINGWOOD

2 BLADE --

3 A Yes.

4 MR. KRIEGSMAN: I lost you
5 again, Reid. I'm reading your lips.
6 I think you said how do you know
7 that, but we couldn't hear it.

8 MR. SKIBELL: Court Reporter, am
9 I coming through?

10 THE REPORTER: Now -- now you're
11 not coming through.

12 MR. SKIBELL: All right. Well,
13 then, you know what? Why don't we
14 take a two-minute break and I will
15 log out and log back in and see if
16 that addresses any situations?

17 THE REPORTER: Thank you.

18 MR. KRIEGSMAN: Great.

19 THE REPORTER: We are off the
20 record at 11:33.

21 (Off the record.)

22 THE REPORTER: We are back on
23 the record at 11:35 a.m.

24 BY MR. SKIBELL:

25 Q Let's go back to the document

1 A. COLLINGWOOD

2 not able to book their flights.

3 Q Now, by sending this
4 communication were you basically
5 communicating to customers that Shoreline
6 was no longer working with SAFE?

7 A No. No, we --

8 Q But you're telling customers --

9 A John --

10 Q That it -- I'm sorry,
11 Ms. Collingwood --

12 A I'm sorry?

13 Q Go ahead, Ms. Collingwood. I'm
14 sorry.

15 A I -- you know, John held out
16 hope until the very end that -- that he
17 was going to be able to work it out with
18 Cindy. We were trying to make her life a
19 little bit easier. That was part of the
20 reason for the portal. Cindy --

21 Q Was your --

22 A Had complained that she was
23 working too hard, and she clearly wanted
24 to, you know, have an easier life. And
25 John had worked with her for 24 years,

1 A. COLLINGWOOD

2 they had a great working relationship, and
3 I -- I think that he just expected her to
4 come around, you know, that she would
5 continue to work for us as our agent. She
6 had always done that, they'd always gotten
7 along well, so you know. Our customers
8 were calling and asking why they couldn't
9 book their flights.

10 Q And did you discuss this
11 customer communication with Ms. Herbst
12 before it was sent?

13 A We tried. We tried to
14 communicate with her.

15 Q Did you discuss this specific
16 communication with Ms. Herbst before it
17 was sent?

18 A Oh, this one. This one that you
19 have on the screen?

20 Q Yes.

21 A No, we did not. It was clear at
22 that point that Cindy was done with us.

23 Q And this was communicating to
24 customers that Shoreline was done with
25 SAFE, correct?

1 A. COLLINGWOOD

2 A We didn't really have a choice
3 at the time.

4 Q And this communication was
5 communicating to customers that Shoreline
6 was done with SAFE, right?

7 MR. KRIEGSMAN: Objection to
8 form.

9 A It doesn't actually say that. I
10 think that John, when he wrote this
11 letter, went out of his way not to say
12 anything bad about Cindy. And do you
13 see --

14 Q -- indicates that check-ins will
15 not be at Sound Aircraft Services, right?

16 A That's --

17 MR. KRIEGSMAN: Reid, we had
18 that thing again, correct me if I'm
19 wrong, Madam Court Reporter, where
20 we're missing a little bit of the
21 start of the question.

22 THE REPORTER: Thank you.

23 Just repeat it, please.

24 BY MR. SKIBELL:

25 Q This communication indicated

1 A. COLLINGWOOD

2 that check-ins will now be at Sound
3 Aircraft Services booth, correct?

4 A That is correct.

5 Q And customers will now book
6 directly on Shoreline Aviation, correct?

7 A Yes. That's what it said --

8 Q And so this communication was
9 informing customers that Shoreline was no
10 longer working with SAFE, right?

11 A I think he avoided saying that.
12 But that's -- you know, I think he avoided
13 saying that.

14 Q But customers would've
15 understood that's what he was saying in
16 this communication, right?

17 A I'm not quite sure what his
18 intent was.

19 Q But they would've known to come
20 directly to Shoreline going forward,
21 right?

22 A Right. Because clearly they
23 could not go to Sound.

24 Q And that's why you sent it, to
25 make sure they came directly to Shoreline,

1 A. COLLINGWOOD

2 documentation that the arrangement was in
3 place.

4 Q And your testimony, if I
5 understand, was that this was an
6 arrangement between Ms. Herbst and
7 Shoreline, right?

8 A That is correct.

9 Q Now, does Shoreline claim in
10 this case that it was an exclusive
11 arrangement?

12 A It was.

13 Q And what does Shoreline claim
14 Ms. Herbst could not do?

15 A That's a good question. Well,
16 she couldn't give our information to our
17 competitor.

18 Q And you're claiming that the
19 oral contract covered treatment of data?

20 A Yes.

21 Q Is that your testimony?

22 A Yes.

23 Q And but that was not discussed
24 between Ms. Herbst and your husband,
25 right?

1 A. COLLINGWOOD

2 A Well, I believe that they worked
3 on the data that needed to be gathered.
4 Cindy designed -- this is my recollection.
5 That she had designed the program with
6 John's help that they then used for their
7 customer database.

8 Q I'm asking about the
9 conversation they had, Ms. Collingwood.
10 So if I understand correctly, when
11 Ms. Herbst and Mr. Kelly had a
12 conversation about working together, they
13 didn't discuss customer data, right?

14 A No, not that I'm aware of.

15 Q Okay. And did they discuss
16 whether or not Ms. Herbst could book
17 flights for other operators?

18 A I -- yes. She was already doing
19 that with Sound -- with -- not with Sound,
20 with Action Air [sic].

21 Q So it was agreed between
22 Ms. Herbst and your husband that
23 Ms. Herbst could continue to book flights
24 for other operators. Is that right?

25 A Not seaplane operators. Other

1 A. COLLINGWOOD

2 operators, fine, but not seaplane
3 operators.

4 Q There were no other seaplane
5 operators operating at the time, correct,
6 Ms. Collingwood?

7 A I don't think so. I don't think
8 there was. No, not --

9 Q So --

10 A Not until fall -- Fly The Whale
11 started operating. Until --

12 Q And when did that start
13 operating --

14 A There was -- there was one
15 before that, V1.

16 THE REPORTER: I'm sorry. I'm
17 sorry. You're saying not until what
18 started operating?

19 THE WITNESS: Fly The Whale.

20 THE REPORTER: Okay.

21 THE WITNESS: I know it's a
22 silly name.

23 THE REPORTER: Okay.

24 THE WITNESS: And prior to that,
25 I think V1 was operating an airplane.

1 A. COLLINGWOOD

2 BY MR. SKIBELL:

3 Q But in 1994, there were no other
4 seaplane operators, right?

5 A I don't believe there were.
6 I'm -- I'm not positive about that, but I
7 don't believe there were.

8 Q So I assume that there was no
9 discussion between Mr. Kelly and
10 Ms. Herbst about whether or not Ms. Herbst
11 could book for other seaplane operators?

12 A Well, ultimately there were more
13 seaplane operators, and -- you know, and
14 the agreement was an exclusive agreement.

15 Q I'm asking now what was
16 discussed in 1994. To your knowledge did
17 they discuss one way or the other whether
18 Ms. Herbst could book flights for other
19 seaplane operators?

20 A I really don't know the answer
21 to that.

22 Q All right. Did they discuss how
23 long this arrangement would be for?

24 A There was no limitation to their
25 agreement.

1 A. COLLINGWOOD

2 Q So there was no specific
3 discussion of time period?

4 A No. It would -- it went on for
5 24 years. It could've gone on -- it could
6 still be going on if Cindy hadn't sold our
7 information to BLADE.

8 Q So but just to be clear, during
9 that 1994 discussion there was no
10 discussion of a length of time for the
11 arrangement. Is that right?

12 A It was an indefinite period.
13 There was no -- there was no end to it.
14 It wasn't -- you know, it wasn't a
15 five-year contract or a ten-year contract.
16 It was an ongoing contract.

17 Q To your knowledge did they
18 discuss how either side could cancel the
19 contract?

20 A I think the understanding was
21 that they could -- that they could cancel
22 with reasonable notice.

23 Q All right. Now, in 1994 did
24 your husband and Ms. Herbst, to your
25 knowledge, discuss how either side could

1 A. COLLINGWOOD

2 cancel the contract?

3 A I -- I just answered that.

4 MR. KRIEGSMAN: Yeah. Object as
5 asked and answered.

6 Q So your testimony is that
7 mister --

8 A That it was an indefinite
9 contract, yes.

10 Q I'm asking something different,
11 Ms. Collingwood. So my question was in
12 1994 during this conversation that took
13 place, did Mr. Kelly and Ms. Herbst
14 discuss that either side could cancel the
15 contract?

16 A Yes.

17 Q And what did they specifically
18 discuss in terms of how the contract could
19 be canceled?

20 A Well, they'd -- they'd have to
21 give reasonable notice.

22 Q Either side could give
23 reasonable notice?

24 A That is correct.

25 Q And so you recall that your

1 A. COLLINGWOOD

2 husband told you I spoke with Cindy and we
3 agreed either side would have to give
4 reasonable notice? Is that your
5 testimony?

6 A I'm not quite sure how the --
7 how that conversation went, but that was
8 the general idea.

9 Q So you don't know what was
10 discussed between Mr. Kelly and Ms. Herbst
11 about any notice --

12 A I -- I only know --

13 MR. KRIEGSMAN: Objection.

14 A I only know what my husband told
15 me. I mean, it -- it was a -- initially
16 that first year, it was, you know, a trial
17 period. Cindy, you know, felt that she
18 was -- ah, never mind -- she was working
19 too hard and not getting compensated for
20 it. So the terms of the agreement were
21 that she would provide our booking
22 services in exchange for commission, and
23 that oral contract lasted for 24 years.

24 Q And I understand what took place
25 afterwards. I'm asking about the original

1 A. COLLINGWOOD

2 conversation.

3 A Okay.

4 Q And my question is did they
5 discuss at all how the contract could be
6 canceled to your knowledge?

7 A With reasonable notice.

8 Q And how do you know that
9 Ms. Kelly -- I mean Mr. Kelly and
10 Ms. Herbst discussed the contract could
11 only be canceled on reasonable notice?

12 MR. KRIEGSMAN: Objection, asked
13 and answered. Go ahead and answer if
14 you can.

15 A I -- I just -- I -- all I have
16 is my husband's -- my conversation with my
17 husband at the time.

18 Q And he said Cindy and I
19 discussed specifically the cancelation of
20 this arrangement? Is that your testimony?

21 MR. KRIEGSMAN: Objection, asked
22 and answered several times.

23 Q Is that your testimony,
24 Ms. Collingwood?

25 A I discussed with my husband the

1 A. COLLINGWOOD

2 terms of the contract meaning she would
3 provide booking services in exchange for
4 commission. If it didn't work out,
5 there -- there would be reasonable notice
6 and they'd both move on.

7 Q And did he tell you what they
8 discussed in terms of what would be a
9 reasonable notice period?

10 MR. KRIEGSMAN: Objection, asked
11 and answered.

12 A I don't know. I don't know if
13 they discussed a -- a -- what was a
14 reasonable period of time.

15 Q Now let's go to a document.
16 Okay. Ms. Herbst [sic], you've been
17 handed a document that was enclosed with
18 the complaint in this case. You'll see at
19 top it's called Operating Agreement East
20 Hampton Town Airport. Are you familiar
21 with this document?

22 A Yes, I've seen it.

23 Q And do you have an understanding
24 of what an operating agreement is?

25 A I am not a lawyer, but I assume

1 A. COLLINGWOOD

2 that it's, you know, working things out
3 with the town between the town airport,
4 Sound, and Shoreline.

5 Q And so Shoreline was a party to
6 this operating agreement?

7 A Yes.

8 Q And Sound Aircraft Services was
9 also a party to this agreement. Is that
10 right?

11 A According to this document, yes.

12 Q And the Town of East Hampton was
13 also a party to this agreement. Is that
14 right?

15 A Yes.

16 Q And do you know -- you'll see it
17 has an effective date there. Do you see
18 the effective date at the end of the first
19 paragraph?

20 A May 1994. The 15th of May.

21 Q And you testified earlier about
22 a discussion that Mr. Kelly and Ms. Herbst
23 had about a booking arrangement.

24 A Yes.

25 Q My question: was that

1 A. COLLINGWOOD

2 conversation before or after this

3 contract?

4 A You know, I would think it would
5 be about the same time because that's
6 about the time of year that the commuter
7 business would start. But I would -- I
8 would say that they probably had this
9 arrangement before right -- maybe right
10 before this. We usually started flights
11 around May 1st.

12 Q I see. So you assume that that
13 conversation between Ms. Herbst and
14 Mr. Kelly happened around the time of the
15 contract. But you don't know specifically
16 which happened first?

17 A I -- I don't know specifically.
18 You're right it's an assumption.

19 Q Now, if you look on number 2,
20 you see there's a term of agreement, and
21 you see it's for a -- the agreement had a
22 term of one year. Do you know if this
23 agreement was extended?

24 A I can't recall.

25 Q Do you recall that the complaint

1 A. COLLINGWOOD

2 in this case alleges that the agreement
3 was extended?

4 A Oh, I'm sorry. I -- that's not
5 something that's coming to mind.

6 Q Okay. Now, if you'll look at
7 section -- oh, Ms. Collingwood, have you
8 reviewed this document before?

9 A Yes, I have.

10 Q All right. Am I correct that
11 section 3 discusses the parties' rights
12 and obligations?

13 A Well, I'm not a lawyer, but I --
14 it looks like that's the case.

15 MR. KRIEGSMAN: If you want to
16 see the --

17 THE WITNESS: Yeah, I do. Could
18 I? Thank you.

19 MR. KRIEGSMAN: I'm just showing
20 her that paragraph 3.

21 THE WITNESS: Okay. What was
22 your question?

23 BY MR. SKIBELL:

24 Q And my question was, to your
25 knowledge does this section 3 cover the

1 A. COLLINGWOOD

2 parties' obligations to one another?

3 A I don't know, but it appears to.

4 Q And --

5 A This is --

6 Q Oh, go ahead. I'm sorry.

7 A I'm -- I'm sorry. It's -- it's
8 addressing the relationship between the
9 two companies and what their functions
10 are.

11 Q And if you look at B(1), you'll
12 see it discussed the services that Sound
13 was going to provide to Shoreline.

14 A Mm-mm.

15 Q Do you see that?

16 A Yes. Down at the bottom it
17 says, "fueling of aircraft," "the
18 provision of ticketing, check-in, baggage
19 handling, and related customer services."
20 So it's -- is that what you're asking
21 about?

22 Q Yes. Are those the services
23 that you testified earlier Ms. Herbst was
24 providing to Shoreline?

25 A Yes. It's a little -- a little

1 A. COLLINGWOOD

2 more vague, but yes.

3 Q So this agreement covers the
4 services that Ms. Herbst was providing to
5 Shoreline on behalf of SAS? Is that --

6 A Some of them. Yeah. They're
7 not all included here, but some of them,
8 yes.

9 Q But it covers she was providing
10 ticketing services, right?

11 A Yes.

12 Q And she was providing check-in
13 services, right?

14 A Yes.

15 Q And those were responsibilities
16 she was doing at the time on behalf of
17 SAS, right?

18 A Well, yeah. There was -- there
19 was -- there were more things included,
20 but yes.

21 Q There were additional details
22 that were included, but they would
23 generally fall under what's in B(1),
24 correct?

25 A Well, that's -- that's not

1 A. COLLINGWOOD

2 really clearly spelled out here.

3 Q What services was she providing
4 that is not spelled out in B(1)?

5 A The creation of the manifests,
6 the credit card information, the fiduciary
7 responsibilities. I mean, I don't think
8 check-in spells all that out.

9 Q So this contract does not set
10 forth that Ms. Herbst or SAS have any
11 fiduciary obligations to Shoreline,
12 correct?

13 A I'm not a lawyer, but I would
14 say that's -- that's the case. It's
15 pretty vague.

16 Q Now, if Shoreline wanted
17 Ms. Herbst to have fiduciary duties to it,
18 it could have included that in this
19 contract, right?

20 A I don't know.

21 Q Was there any reason that
22 Shoreline could not have included in this
23 contract that SAS had fiduciary duties to
24 it?

25 A I don't know.

1 A. COLLINGWOOD

2 Q All right. I'm going to ask
3 about another provision of this contract.
4 Sorry it takes me one second to get here.
5 Now, you see there's a section there
6 that's called reserved rights. Do you see
7 that, Ms. Collingwood?

8 A Understood -- give me a minute
9 and I'll read it.

10 Q Here, I'll make it easier to
11 read.

12 A It's not really --

13 MR. KRIEGSMAN: Well, let him
14 ask you a question.

15 A Okay. What's the question?

16 Q My first question was this
17 section covers certain reserved rights the
18 parties kept for one another, correct?

19 A I'm not sure. I'm not a lawyer,
20 and I'm not sure what the intent of this
21 is.

22 Q If you look at 6(B) [sic], it
23 reads it's "clearly understood and agreed
24 that nothing in this Agreement shall be
25 construed to grant or authorize the

1 A. COLLINGWOOD

2 right?

3 A That's what it's called, an
4 operating agreement.

5 Q And the document we looked at
6 earlier was a 1994 document that was also
7 labeled an operating agreement, right?

8 A Right. But this has a
9 different -- this is different.

10 Q And this is two years after the
11 earlier contract was entered into, right?

12 A Yes.

13 Q And this is after Ms. Herbst and
14 Mr. Kelly had their conversation about
15 working together in an arrangement, right?

16 A Yes.

17 Q And if you look down to section
18 2, it says aircraft management and
19 charter. Do you see that?

20 A Yes.

21 Q And if look at II(b) it reads
22 "Sound shall continue to offer flight
23 reservation services and ground handling
24 at the Site and at the Airport Terminal
25 Building in accordance with its current

1 A. COLLINGWOOD

2 operating agreement in place between the
3 parties." Now, that's referring back to
4 the earlier operating agreement we looked
5 at, right?

6 A I think this document is
7 different.

8 Q In II(B) when it refers to
9 "current operating agreement in place
10 between the parties," is that referring
11 back to the document we looked at a moment
12 ago?

13 A I don't -- I don't know. I
14 think --

15 Q To your knowledge -- oh, I'm
16 sorry. Ms. Collingwood, go ahead.

17 A Well, you're reading it
18 correctly, but I'm -- I'm not sure that
19 it's the same as the previous one.

20 Q To your knowledge, did Shoreline
21 and Sound Aircraft enter into any other
22 operating agreements?

23 A I really don't know.

24 Q To your knowledge has Shoreline
25 produced any other operating agreements

1 A. COLLINGWOOD

2 between the parties?

3 A Is there one from --

4 MR. KRIEGSMAN: Answer his --

5 A I don't know. I don't -- I
6 don't know.

7 Q Okay. And do you know if this
8 agreement was extended?

9 A You mean with the town?

10 Q You'll see this agreement is
11 between Shoreline and Sound. Do you see
12 that at the top?

13 A All right. Yes. Yup. Yup,
14 that's different. Okay.

15 Q Do you know if this agreement
16 was ever extended between the two parties?

17 A I don't know.

18 Q Do you know if there are any
19 other contracts between Shoreline and
20 Sound Aircraft?

21 A I don't know. Not that I'm
22 aware of.

23 Q I'm going to take this down.
24 Now, Shoreline has a claim for promissory
25 estoppel in this case. Is that right?

1 A. COLLINGWOOD

2 A I'm sorry?

3 Q Does Shoreline have a claim for
4 promissory estoppel in this case?

5 THE WITNESS: Is that one of the
6 charges?

7 MR. KRIEGSMAN: Just answer it
8 to the best of your knowledge what
9 he's asking you.

10 A I -- I don't know. Could you
11 explain?

12 Q Well, I'm just asking about
13 Shoreline's cause of an action in this
14 case. Do you know if there's a claim for
15 promissory estoppel?

16 A I don't know.

17 Q Do you know if Shoreline claims
18 that one of the defendants made a promise
19 to it?

20 A Yes.

21 Q And which defendant does
22 Shoreline claim made a promise to it?

23 A Cindy Herbst.

24 Q And what did Ms. Herbst promise?

25 A That she would provide booking

1 A. COLLINGWOOD

2 and answer if you can.

3 A I -- I don't know who the --
4 when those conversations took place. I
5 assume that John and Cindy had made those
6 issues clear. Sorry, I don't mean to say
7 assume. But -- but it was understood. It
8 was always understood.

9 Q Do you know if there were any
10 specific discussions between Mr. Kelly and
11 Ms. Herbst where Mr. Kelly indicated that
12 Shoreline owned the SAFE customer data?

13 A That would've come up in their
14 first conversation.

15 Q And do you know if they
16 discussed during that first conversation
17 who owned the customer data?

18 A Cindy was working for Shoreline.

19 Q Do you know if they discussed
20 during that 1994 conversation that
21 Shoreline owned all the information on
22 Ms. Herbst's computer systems?

23 A Well, it's clearly not all the
24 information because she had other people
25 she represented, all right? Is that

1 A. COLLINGWOOD

2 understood?

3 Q I'm just asking what was
4 discussed in 1994, Ms. Collingwood, to be
5 clear. So my question is in 1994 was
6 there a discussion where about whether or
7 not Shoreline owned any information on
8 Ms. Herbst's computers systems?

9 A Well, when they had the
10 discussion, I don't know that she had a
11 computer system.

12 Q So I take it the answer is there
13 were none?

14 MR. KRIEGSMAN: Objection.

15 A No, that's not what I said. It
16 was understood that she was working for
17 Shoreline --

18 Q Who's --

19 A But I don't know that she had a
20 computer at the time or whether she had
21 the system set up or not.

22 Q I understand, Ms. Collingwood,
23 you believe she was working for Shoreline.
24 My question is actually a little
25 different. My question is did Mr. Kelly

1 A. COLLINGWOOD

2 and Ms. Herbst discuss during that 1994
3 discussion treatment of customer data?
4 Was that a topic that was discussed?

5 MR. KRIEGSMAN: Objection to
6 form.

7 A Everything she did related to
8 Shoreline's commuter flights was for us,
9 and that was understood between the two of
10 them.

11 Q But you don't know one way or
12 the other of whether or not ownership of
13 customer data was discussed. Is that
14 right?

15 A I was not there, Mr. Skibell. I
16 was not there.

17 Q Okay. Now, you recall in the
18 complaint there's a reference to an
19 employee handbook?

20 A Yes.

21 Q And this employee handbook was
22 from 2000. Is that right?

23 A I think I wrote it in '99 and
24 yes, we gave it to people in -- just
25 before 2000.

1 A. COLLINGWOOD

2 Q Was it ever updated after 2000?

3 A Yes, it was.

4 Q And when was it updated?

5 A Probably when I went back to
6 work for the company in 2016 or '17.

7 Q Now --

8 A We needed to update it.

9 Q So there are -- how many times
10 was it updated, then, after 2000?

11 A It probably wasn't until I came
12 back to work for the company full time.

13 Q And after you came back, was it
14 updated once or more than once?

15 A I want to say twice.

16 Q And Ms. Herbst was never an
17 employee of Shoreline, correct?

18 A No, but we did give her an
19 employee handbook.

20 Q And when did you give it to her?

21 A At a Christmas party.

22 Q That was a Christmas gift?

23 A Not exactly.

24 Q What year was that?

25 A I believe it was Christmas 1999.

1 A. COLLINGWOOD

2 Well, it would've been December 1999.

3 Q And what'd you tell her, if
4 anything, about it, the handbook?

5 A I think there may have been -- I
6 think the reason that we wanted her to
7 have it was there were things that were
8 spelled out in there about privacy,
9 confidentiality, things like that. But
10 Cindy was our representative in East
11 Hampton, and frequently our pilots and
12 other staff might've been coming and going
13 in East Hampton so we wanted her to be
14 familiar with -- you know, with how our
15 staff should behave and things like that.
16 So -- so that's why John asked me to give
17 it to her.

18 Q And do you recall what you said
19 to Ms. Herbst when you gave it to her?

20 A I think I explained that to her
21 at the time.

22 Q And do you recall specifically
23 what you said about why you were giving it
24 to her?

25 A Well, I expected her to, you

1 A. COLLINGWOOD

2 know, read through it and understand that,
3 you know, everything that was spelled in
4 it -- spelled out in it applied to her.
5 But you know, one of the other reasons, of
6 course, was that she could let us know if
7 anybody stepped out of line.

8 Q And but she wasn't an employee
9 at that time, right?

10 A She was never an employee. She
11 was -- she was --

12 Q Did you --

13 A Booking agent.

14 Q And that document has a
15 signature page, right?

16 A You know, I don't know that that
17 one did. The later ones did.

18 Q Do you know if she ever
19 signed -- or was she ever provided another
20 employee handbook?

21 A No, she was not.

22 Q And here, I'm going to --

23 A I didn't really think Cindy
24 needed to be updated on media or sexual
25 harassment.

1 A. COLLINGWOOD

2 Q Is that most of what the
3 employee handbook covered?

4 A No. No, that's what the
5 revisions were about. 'Cause media didn't
6 exist as -- you know, as we know it in
7 1999.

8 Q And is this the copy of the
9 employee handbook that's you were
10 referring to?

11 MR. KRIEGSMAN: Reid, do you
12 mind just quickly scrolling through
13 it?

14 MR. SKIBELL: If it helps, I'll
15 represent this is the one enclosed
16 with the complaint.

17 MR. KRIEGSMAN: Okay. Thanks.

18 THE WITNESS: Yes, that appears
19 to be it.

20 BY MR. SKIBELL:

21 Q All right.

22 A Actually, no. No, no, no. This
23 is the later one. This is the later one.

24 Q I see. And how do you know
25 that? Can you -- I'm sorry. I'm moving

1 A. COLLINGWOOD

2 too quickly. But how can you tell us
3 that?

4 A I think that I saw media and
5 sexual harassment. I think that was
6 perhaps the one that was provided to Cape
7 Air.

8 Q I see. So this does not appear
9 to be the one that you recall giving to
10 Ms. Herbst in 1999?

11 A Can I look at the table of
12 contents?

13 MR. KRIEGSMAN: Yeah --

14 Q Here it is.

15 MR. KRIEGSMAN: I'm just showing
16 the witness the same document, Reid,
17 on my computer so she can scroll.

18 A Good grief, this is long. Yes,
19 I think this is the newer one.

20 Q Okay. So this would not have
21 been a document provided to Ms. Herbst.
22 Is that right?

23 A No, it was -- it was in a little
24 blue book. This one is a different --
25 was -- had a different format.

1 A. COLLINGWOOD

2 Q I'm going to ask you a quick
3 question about this. Now, if you'll look
4 at this section here, it relates to
5 confidentiality of customers and client
6 matters. Do you see that?

7 A Yes.

8 Q And you see there's a reference
9 here to nondisclosure agreements. Do you
10 see that?

11 A Yes.

12 Q Did Shoreline ever ask
13 Ms. Herbst to execute a nondisclosure
14 agreement?

15 A Not that I'm aware of. That had
16 probably more to do with some of the
17 people that -- whose planes we managed.

18 Q Oh, that section of the handbook
19 related generally to people's whose planes
20 you managed who might be celebrities or
21 something of that nature?

22 A Yeah, I think that's possible.

23 Q I'm going to move to another
24 document. Now, this was provided to us in
25 one big dump, I will say. And it starts

1 A. COLLINGWOOD

2 at SAI003161, and you'll see it goes all
3 the way down to SAI003233.

4 MR. KRIEGSMAN: Okay. We're
5 looking at that same document on my
6 screen.

7 A Okay.

8 Q Ms. Collingwood, do you need a
9 moment to look at the document?

10 MR. KRIEGSMAN: Why don't we put
11 it over here so you can see it.

12 THE WITNESS: Okay. All right.
13 So it's a bunch of customer --

14 MR. KRIEGSMAN: Yeah, just read
15 it and listen to the question.

16 THE WITNESS: Okay. Okay. All
17 right.

18 Go ahead. Tell me what's your
19 question.

20 BY MR. SKIBELL:

21 Q All right. Well, I'm going to
22 turn to the first page. Do you have an
23 understanding of what's here on the first
24 page?

25 A These are customers' names from

1 A. COLLINGWOOD

2 Cindy. So all of these people who booked
3 through Sound were listed this way and
4 were referred to as Sound customers
5 because it meant that she was going to get
6 a commission for these people. Does that
7 make sense to you?

8 Q Well, I'm just the
9 question-asker so it doesn't need to. But
10 I understand the answer.

11 A I don't get to ask questions?

12 Q Not right now. So but these
13 persons, at least in the software that you
14 were using at the time, were identified as
15 Sound customers. Is that right?

16 A That is correct.

17 Q All right. Now, you testified
18 earlier about the information that was
19 uploaded to Constant Contact. Is it any
20 of the documents that we've just looked
21 at?

22 A It could've been -- I didn't set
23 it up, but it could've been the first one
24 we were going over.

25 Q Well, just let me pull it back

1 A. COLLINGWOOD

2 up to make sure that we're on the same
3 page. Hold on one sec. So is that the
4 document here --

5 A Yes, it could be that.

6 Q Okay. In this case when you're
7 referring to documents that were protected
8 or that contains your confidential
9 information, is there any other customer
10 list that we haven't looked at that was
11 on -- and let me be clear, that was on
12 Shoreline's computer systems?

13 A Cindy's list.

14 Q Absent what's on Ms. Herbst's
15 computer system is there any information
16 that you claim was misappropriated?

17 A Other than Cindy's?

18 Q Yes.

19 A Not that I'm aware of.

20 Q So hold on one second. So let's
21 go back to a different document. I'm
22 going back to the -- if you go down -- so
23 this is count 6. And if I understand
24 correctly, the information that was
25 disclosed there is what I've called the

1 A. COLLINGWOOD

2 SAFE customer data, the information on
3 Ms. Herbst's computer system. Is that
4 right?

5 A Was that a question?

6 MR. KRIEGSMAN: Yeah. If that
7 was a question, I object to form.

8 Q All right. The information that
9 you are claiming was improperly disclosed
10 by Ms. Herbst and SAFE, that's the
11 information I've referred to as the SAFE
12 customer data, the information on
13 Ms. Herbst's computer system.

14 MR. KRIEGSMAN: Objection to
15 form.

16 A I'm not sure what you're asking
17 me. Are you saying that --

18 MR. KRIEGSMAN: Just let him
19 rephrase it.

20 A Okay. Can you rephrase it for
21 me?

22 Q All right. So the in -- in
23 paragraph 182, Shoreline claims
24 that Herbst and SAFE used and disclosed
25 trade secrets. Do you see that?

1 A. COLLINGWOOD

2 customers. Do you see that?

3 THE REPORTER: I'm sorry. Oh,
4 Shoreline. Shoreline.

5 THE WITNESS: Yes.

6 BY MR. SKIBELL:

7 Q So he was referring to the
8 relationship between the parties as an
9 arrangement, right?

10 A Yes.

11 Q Not a contract, right?

12 A No.

13 Q He calls it an arrangement,
14 right?

15 A It was an oral contract.

16 Q And your husband in this
17 document refers to it as an arrangement,
18 right?

19 A Well, I think it was -- it was
20 both an arrangement and an oral contract.

21 Q And he only called it an
22 arrangement here, right?

23 A In this --

24 Q Excuse me one sec, by the way --

25 A Particular document, it appears

1 A. COLLINGWOOD

2 that that's the case, yes.

3 Q You'll see there's also an offer
4 to purchase in this document.

5 A Yes.

6 Q And you've testified this
7 earlier this is the offer to purchase the
8 assets of SAFE?

9 A Right.

10 Q And included in there, and
11 you'll see the sentence reads the purchase
12 will include all customer lists, contact
13 information --

14 A Mm-mm.

15 Q Do you see that?

16 A Yes, I see it.

17 Q So Mr. Kelly is offering to
18 purchase SAFE's customer data, right?

19 A Yes, all of it.

20 Q And he's offering to purchase,
21 thus, information you claim in this
22 lawsuit actually belongs to Shoreline,
23 right?

24 A It does belong to Shoreline.

25 Q And you'll see at the next

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A. COLLINGWOOD

paragraph he writes you would agree not to release your customer lists to any other person or business entity. Do you see that?

A Mm-mm.

Q So Mr. Kelly was once again referring to the information on SAFE's computer system as, quote, your customer list, right?

A Yes, but it would've included all of the customers.

Q And he's saying that all of the customers belong to SAFE, right?

A No, that's not what he's saying.

Q He's saying you would agree not to release your customer list, right?

A Mm-mm.

Q You have to answer "yes" or "no."

A That -- yes, that would be all of her customers.

Q Right. Because they all belong to her, correct?

MR. KRIEGSMAN: Objection, asked

1 A. COLLINGWOOD

2 and answered.

3 THE WITNESS: Yeah.

4 MR. KRIEGSMAN: But go ahead and
5 answer.

6 BY MR. SKIBELL:

7 Q So you only -- Shoreline only
8 started referring to the SAFE customer
9 data, the information on SAFE's computer
10 systems, as its in this lawsuit, right?

11 MR. KRIEGSMAN: Objection.

12 A I -- I don't -- I didn't -- I
13 didn't understand your question. I'm
14 sorry.

15 Q All right. So the first time
16 that Shoreline claimed it owned the
17 information on SAFE's computer systems was
18 when the complaint in this lawsuit was
19 filed, right?

20 A No.

21 Q Is there any document you can
22 point to where Shoreline claims it owns
23 SAFE's customer list?

24 A Well, there are discussions
25 about it in some of the email documents.

1 A. COLLINGWOOD

2 Q Can you tell us which email
3 documents?

4 A No, not off the top of my head.

5 Q But here you would agree
6 John Kelly is referring to this as the
7 Sound contact list, right?

8 A Yes, but it's all of the Sound
9 customers, not just Shoreline's.

10 Q And you would agree it would
11 make no sense for Shoreline to try to buy
12 something that it already owned, right?

13 A Already owned.

14 Q Ms. Collingwood --

15 A What --

16 Q I didn't get your answer.

17 A As I said before, she was
18 holding our customer list hostage.

19 Q Is there any document where you
20 ask for her to voluntarily provide the
21 customer list to you?

22 A No. But at that point she
23 wasn't communicating with us.

24 Q You're making her an offer to
25 purchase her assets, right?

1 A. COLLINGWOOD

2 A Yes, in -- yes, and --

3 Q So it --

4 A Go ahead.

5 Q If you thought the assets
6 belonged to Shoreline, why didn't you just
7 demand they're returned?

8 MR. KRIEGSMAN: Answer the
9 question the best that you can.

10 A Well, she wasn't communicating
11 with us. There was -- you know, I mean,
12 how were we going to ask her if she wasn't
13 responding to us?

14 Q Well, you reached out to her and
15 made an offer to purchase her customer
16 list, right?

17 A To which -- to which she never
18 responded.

19 Q And you never asked for her to
20 return a customer list that purportedly
21 belonged to you, right?

22 THE WITNESS: Oh, I can't -- can
23 you --

24 MR. KRIEGSMAN: Ask him to do
25 it.

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A. COLLINGWOOD

THE WITNESS: Can you scroll
down to the next to -- to the ones
from the -- the later ones with his
offer?

BY MR. SKIBELL:

Q Ms. Collingwood, can you answer
my question and then you can look at
whatever you want? But there's a question
pending --

MR. KRIEGSMAN: Yeah, but I'm
going to object in that you asked her
to point to a document and she's
trying to do that. And now --

MR. SKIBELL: That's not what my
question was, Alex.

MR. KRIEGSMAN: Why don't we
read it back? Because that's what I
heard.

MR. SKIBELL: That's totally
fine. Beth, is it possible to have
it read back?

THE REPORTER: Yeah, sure.

(The reporter played the record
as requested.)

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A. COLLINGWOOD

THE REPORTER: Go ahead, please.

BY MR. SKIBELL:

Q So Ms. Collingwood, I'll rephrase the question. So you never reached out and asked Ms. Herbst to return a customer list that purportedly belonged to Shoreline, correct?

A Well, we -- we did. John did write to her after this initial communication, and if you scroll down to the next letter you'll -- you'll see that where he talks to her about according to our longstanding exclusive agreement, you should be booking passengers, yet Eduardo in your office says he has not been authorized to do so. If you are not going to book our passengers, please send me fort -- formal notification of that fact and refund these commissions. Your delay in implementing the processes that have been in place for more than 20 years have caused irreparable harm to both our companies. Please review the attached offer and give me your decision as to

1 A. COLLINGWOOD

2 whether or not you have any interest in
3 proceeding with this. If I do not hear
4 from you by 5 p.m. on Wednesday, April
5 25th the other -- offer will be withdrawn
6 and we will take appropriate legal action
7 to protect our interests. So he did, in
8 fact, ask her to do her job, to do what
9 she was obligated to do based on the
10 agreement.

11 Q All right. So Ms. Collingwood,
12 I'm not asking about booking customers or
13 flights. My question is different. At
14 this time Mr. Kelly offered to purchase
15 SAFE's customer list, right?

16 A All of her lists, yes.

17 Q And he never asked for her to
18 return a customer list that supposedly
19 belonged to Shoreline, correct?

20 A No. He asked her to do her job
21 or to give us notice that she wasn't going
22 to do her job.

23 Q And he didn't ask for her to
24 return a customer list that supposedly
25 belonged to Shoreline, right?

1 A. COLLINGWOOD

2 A No. John was still holding out
3 hope that Cindy was going to communicate
4 with us and make a decision one way or
5 another.

6 Q All right. And did Shoreline --
7 before the filing of this lawsuit can you
8 point to any communication where it
9 demanded the return of a customer list
10 held by SAFE?

11 A Well, in this email.

12 MR. KRIEGSMAN: Just let the
13 record reflect that the witness is
14 looking at the same document that was
15 just up on the screen, continue on to
16 SAI43.

17 Q So --

18 MR. KRIEGSMAN: Yes, that's --

19 Q Ms. Herbst [sic], I've put the
20 exhibit back on the screen. Can you
21 direct me to where in the exhibit
22 Mr. Kelly demands the return of a customer
23 list held in SAFE's possession?

24 A Well, he didn't specifically.
25 But he asked her to honor the longstanding

1 A. COLLINGWOOD

2 agreement, and again, we got no response
3 from her.

4 Q All right. I'm going to take
5 this down, and I'm going to pull up
6 another exhibit. Hold on one second. Oh,
7 you know what, I apologize. That's the
8 wrong document. Hold on one moment. All
9 right. I think this'll work now. All
10 right. It's not working. Hold on one
11 moment. There's one other thing I can do.
12 I apologize. Now, Ms. Collingwood, this
13 document you'll see here bears the Bates
14 number SAI000102 to SAI000118. And you'll
15 see at the top of this document it writes,
16 indicates text messages between Ryan Pilla
17 and John Kelly.

18 A Mm-mm.

19 MR. KRIEGSMAN: And sorry, Reid,
20 just for the record, what exhibit is
21 this?

22 MR. SKIBELL: It's not one that
23 I previously sent to you, but I
24 assumed you were familiar with it.
25 But I can --

1 A. COLLINGWOOD

2 Q And the documents show that
3 there was no signed contract until May
4 18th, right?

5 A Right. But they started
6 negotiating in January.

7 Q And you were -- same time you
8 were negotiating with Cape, right?

9 MR. KRIEGSMAN: Objection, asked
10 and answered. Answer if you can.

11 Q So in this --

12 THE WITNESS: I'm not sure what
13 he --

14 BY MR. KRIEGSMAN:

15 Q Text communications between
16 Mr. Kelly and Mr. Pilla, did Mr. Kelly
17 ever claim that SAFE's customer data
18 actually belongs to Shoreline?

19 A Mr. Pilla should've known that
20 and so should Cindy, so.

21 Q But Mr. Kelly never demanded the
22 return of Shoreline's purported
23 confidential information, did he?

24 A No, he was asking her to
25 perform, you know, what she obligated to

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do through the agreement, and we'd already paid her commissions. So far there was no one booked, not a single customer for Shoreline.

Q So you paid her approximately \$65,000 in commissions, correct?

A That is correct.

Q And you received all the money from the flights related to those commissions, right?

A Yes, we did.

Q So you received over \$650,000 that was originated by Ms. Herbst, correct?

MR. KRIEGSMAN: Objection.

A Actually, that money came to us.

Q Correct. You received \$650,000 where Ms. Herbst sold tickets for you, right?

A She -- she didn't sell the tickets. She -- she sold the coupon books for the commuters, and the money came directly to us. They were our customers.

Q And you received over \$650,000,

1 A. COLLINGWOOD

2 right?

3 A That's correct. And she got
4 her --

5 Q And --

6 A Ten percent commission.

7 Q So she earned her commissions,
8 right?

9 A No, she did not. No, she did
10 not.

11 Q You got all the money, didn't
12 you?

13 A Did she book their trips? Did
14 she put them on flights? No, she didn't
15 earn her commission.

16 Q Oh, she didn't book them on
17 flights. Was that because you were
18 checking in customers at her ex-husband's
19 part of the terminal? Is that --

20 MR. KRIEGSMAN: Objection.

21 A No.

22 Q Did you ask her to put any of
23 those persons on an airplane?

24 A That was -- that was what she
25 was obligated to do for us. That was our